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**REMARKS**

Claims 1, 3-6, 8-11, 13-33 and 35 are all the claims presently pending in the application. Claims 4 and 24 have been amended to more particularly define the claimed invention.

Entry of this Amendment is believed proper since no new issues are being presented to the Examiner that would require further consideration and/or search.

It is noted that the claim amendments are made only for more particularly pointing out the invention, and not for distinguishing the invention over the prior art, narrowing the claims or for any statutory requirements of patentability. Further, Applicants specifically state that no amendment to any claim herein should be construed as a disclaimer of any interest in or right to an equivalent of any element or feature of the amended claim.

Claims 4 and 5 stand rejected under 35 U.S.C. § 112, second paragraph, as being indefinite. Claims 1-6, 8-11, 13, 14, 16, 17, 19-23 and 27-35 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Tedesco et al. (U.S. Patent No. 6,161,059; hereinafter "Tedesco") in view of Joao (U.S. Patent Application Publication No. 2001/0056374). Claims 24-26 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over Tedesco in view of Joao and further in view of Marcous et al. (U.S. Patent No. 5,650,604; hereinafter "Marcous").

These rejections are respectfully traversed in the following discussion.

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# **I. THE CLAIMED INVENTION**

The claimed invention, as disclosed and claimed (e.g., as exemplarily defined in independent claim 1) provides a system (and method) for conducting a survey, including a presentation unit for presenting a plurality of choices at a point-of-transaction terminal, an input unit for entering the preferred choices, a reward unit for rewarding a frequent user making the choices with loyalty points and a recording unit for recording the entered choices. The survey includes a political poll and the political poll includes voting.

Independent claims 23, 27, 28, 30 and 31 recite combinations which include the above limitations regarding the rewarding of a frequent user making the choices with loyalty points and that the survey includes political poll and that the political poll includes voting.

In a second exemplary embodiment, as defined for example, by independent claim 10, a system for conducting a consumer evaluation, includes a credit card reader, a point-of-transaction (POT) terminal operatively coupled to the credit card reader, a survey being interactively and electronically displayed for the consumer at a time of a transaction, a payment gateway server operatively coupled to the point-of-transaction terminal, and a survey processing center operatively coupled to the payment gateway server. Similarly, a reward unit for rewarding a frequent user making the choices with loyalty points and the survey including a political poll and the political poll including voting are recited.

Independent claims 10, 24, 26 and 35 recite combinations which include the aspect of the survey feature and the banking/payment feature, as well as the loyalty points and the political poll including voting.

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Such combinations of features are not taught or suggested by any of the prior art of record.

## II. THE INDEFINITENESS REJECTION

The Examiner has rejected claims 4 and 5 as allegedly being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. Applicants submit, however, that the Examiner is clearly incorrect.

However, merely in an effort to speed prosecution, Applicants have amended claim 4 to recite "wherein said survey further comprises an evaluation of consumer satisfaction with the transaction".

Therefore, the Examiner is respectfully requested to reconsider and withdraw this rejection.

## III. THE PRIOR ART REJECTIONS

### A. Tedesco in view of Joao

The Examiner alleges that Tedesco would have been combined with Joao to teach the claimed invention of claims 1-6, 8-11, 13, 14, 16, 17, 19-23 and 27-35. Applicants submit, however, that, even if combined, the alleged combination of references would not teach or suggest each and every feature of the claimed invention.

That is, neither Tedesco nor Joao, nor any combination thereof, teaches or suggests "*a reward unit for rewarding a frequent user making the choices with loyalty points*", as recited in exemplary claim 1, and similarly recited in claims 10, 23, 24, 26-28, 30, 31, 33 and 35.

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The Examiner does not even allege that Tedesco teaches or suggests this feature. Indeed, the Examiner merely alleges that Tedesco teaches “a reward unit for rewarding a user (customer) making the choices” (see Office Action dated January 9, 2006 at page 6).

The Examiner, however, attempts to rely on Joao to make up the deficiencies of Tedesco. Indeed, the Examiner attempts to rely on paragraphs [0031] and [0037] of Joao to support his allegations. The Examiner, however, is clearly incorrect.

That is, nowhere in these passages (nor anywhere else for that matter) does Joao teach or suggest a reward unit for rewarding a frequent user making the choices with loyalty points. Indeed, Joao merely teaches providing a user with a reward for participation in a single survey.

The claimed invention (e.g., as exemplarily defined by claim 1) includes a reward unit that rewards a frequent user making the choices with loyalty points. That is, the reward unit rewards a user who repeatedly uses the claimed system with a loyalty reward (e.g., loyalty points) for repeatedly using the claimed system.

In stark contrast, the system of Joao merely provides a user with a reward for participating in a survey. Joao does not, however, distinguish between a “one-time” user and a “frequent user”. That is, Joao does not provide a loyalty reward to a frequent (e.g., repeat) user of the survey system.

Joao teaches that the reward may include frequent flier miles. The Examiner then alleges that “[f]requent flier rewards have been established as a form of loyalty points awarded to customers for being a frequent user” (see Office Action dated January 9, 2006 at page 7). However, the frequent flier rewards are loyalty points for frequent use of an

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airline. The frequent flier rewards are not provided as a loyalty points for frequent (e.g., repeated) use of the survey system, as provided in the claimed invention.

Therefore, nowhere does Joao teach or suggest that a loyalty reward is given to a frequent user of the survey system. That is, the compensation rewards are merely provided whether or not the user is a "one-time" user or a "frequent" user.

Thus, Joao fails to make up the deficiencies of Tedesco.

Moreover, neither Tedesco nor Joao, nor any combination thereof, teaches or suggests *"wherein said survey evaluates consumer satisfaction with the transaction"*, as recited in exemplary dependent claim 4.

The Examiner alleges that Tedesco teaches this feature of the claimed invention. The Examiner attempts to rely on column 3, lines 64-67 of Tedesco to support his allegations. The Examiner, however, is clearly incorrect.

Indeed, Tedesco merely teaches that "customers are merely rewarded for providing responses about their preferences or opinions in the form of a survey" (see Tedesco at column 3, lines 64-67). However, nowhere does Tedesco teach or suggest that the customers opinions are directed to the customers' satisfaction with their transaction. The Examiner has inappropriately read this limitation into the disclosure of Tedesco.

Therefore, Applicants submit that, even if combined, the alleged combination of references would not teach or suggest each and every feature of the claimed invention. Therefore, the Examiner is respectfully requested to withdraw this rejection.

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**B. The Marcous Reference**

The Examiner alleges that Marcous would have been combined with Tedesco and Joao to teach the claimed invention of claims 24-26. Applicants submit that, even if combined, the alleged combination of references would not teach or suggest each and every feature of the claimed invention.

That is, neither Tedesco nor Joao nor Marcous, nor any combination thereof, teaches or suggests "*a reward unit for rewarding a frequent user making the choices with loyalty points*", as recited in exemplary claim 1, and similarly recited in claims 10, 23, 24, 26-28, 30, 31, 33 and 35.

Indeed, as detailed in section A, above, the alleged combination of Tedesco and Joao fails to teach or suggest this feature. Furthermore, Applicants submit that Marcous does not make up the deficiencies of Tedesco and Joao.

That is, nowhere does Marcous teach or suggest a reward unit for rewarding a frequent user making the choices with loyalty points. Indeed, the Examiner does not even allege that Marcous teaches or suggests this feature. The Examiner merely relies upon Marcous as teaching a credit card transaction method.

Thus, Marcous fails to make up the deficiencies of Tedesco and Joao.

Therefore, Applicants submit that, even if combined, the alleged combination of references would not teach or suggest each and every feature of the claimed invention. Therefore, the Examiner is respectfully requested to withdraw this rejection.

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#### IV. FORMAL MATTERS AND CONCLUSION

In response to Examiner's objections, Applicants maintain that claim 4 does not contradict claim 1. However, merely in an effort to speed prosecution, Applicants have amended claim 4 to recite "wherein said survey further comprises an evaluation of consumer satisfaction with the transaction". Therefore, the Examiner is respectfully requested to withdraw this objection.

In view of the foregoing, Applicant submits that claims 1, 3-6, 8-11, 13-33 and 35, all the claims presently pending in the application, are patentably distinct over the prior art of record and are in condition for allowance. The Examiner is respectfully requested to pass the above application to issue at the earliest possible time.

Should the Examiner find the application to be other than in condition for allowance, the Examiner is requested to contact the undersigned at the local telephone number listed below to discuss any other changes deemed necessary in a telephonic or personal interview.

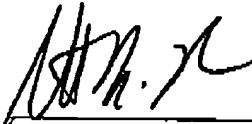
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The Commissioner is hereby authorized to charge any deficiency in fees or to credit any overpayment in fees to Assignee's Deposit Account No. 50-0510.

Respectfully Submitted,

Date: April 10, 2006



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**FACSIMILE TRANSMISSION**

I hereby certify that I am filing this paper via facsimile, to Group Art Unit 3623, at (571) 273-8300, on April 10, 2006.

Respectfully Submitted,

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